

## **ATTENTION**

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## **ATTENTION**

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# Last Will and Testament

STATE OF MISSOURI )  
COUNTY OF JASPER )

KNOW ALL MEN BY THESE PRESENTS:

I, PAUL CHILDRESS, a resident of and domiciled in the City of Joplin, Jasper County, Missouri, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all other Wills, Codicils and testamentary instruments heretofore made by me.

## 1. Appointment of Independent Executor.

A. I hereby appoint the MERCANTILE NATIONAL BANK AT DALLAS, a national banking institution located at Dallas, Texas, as the Independent Executor of this Will and of my estate. If the said BANK fails or is unable for any reason to act as such Independent Executor, or ceases to so act, then any person or corporation then designated by such BANK shall serve in its stead as the Independent Executor hereof.

B. I direct that no bond shall be required of any Executor herein named or to be named by the MERCANTILE NATIONAL BANK AT DALLAS as its substitute, and that no other action shall be had in any Court in relation to the settlement of my said estate than the probating and recording of this Will and the return of a statutory inventory, appraisement and list of claims of my estate.

C. In the event ancillary proceedings are necessary in any state other than that in which this Will may be probated, I direct that my Executor may serve as Executor, and if in the State of Texas, as Independent Executor, of such ancillary proceedings, or it may designate and appoint any person or corporation as the Independent Executor of such ancillary proceedings.

D. I direct that any Executor herein appointed, in addition to all other powers given by law to Independent Executors,

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shall possess the same rights, powers, authorities, privileges and discretions with reference to the control, management and disposition of my estate that I now possess as the sole owner thereof, free of any disabilities or restrictions, including the full power and authority to sell, transfer and convey any property, real or personal, which may be a part of my estate, at such time and price and upon such terms and conditions, including credit, as the Executor may determine, and do every other act and thing necessary or appropriate to the complete administration of this Will.

E. I authorize my Executor to distribute my estate whenever after my death my Executor think it advisable to do so, and my Executor is authorized to make such distribution in cash or in kind, or partly in cash and partly in kind, and to distribute my estate subject to any and all indebtedness incurred by me or by my Executor which in the opinion of my Executor need not first be paid and subject to any or all mortgages, deeds or deeds of trust or other liens created by me or by my Executor. My Executor may make a partial distribution or distributions to any legatee or devisee hereof, including the Trusts herein created, from time to time, as my Executor may think advisable.

2. Payment of Debts, Taxes, etc. I direct my Executor to pay my just and legally enforceable debts, together with my funeral expenses; provided however, that my Executor shall be authorized to extend, renew or refinance any such debts and obligations as my Executor may elect. If my Executor elects to pay such debts, or any part of them, such payment may be made in any order, manner and out of any assets of my estate, in my Executor's sole discretion. With the exception of the provisions contained in Paragraph 3 following, I direct that my Executor pay out of my residuary estate, without

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apportionment, all estate, inheritance, succession and other taxes assessed by reason of my death, together with any interest and penalty thereon, imposed by the Government of the United States, or any state or territory thereof, or any political subdivision thereof.

3. Use of Trust Funds to Pay Estate Taxes. I have executed a Revised and Restated Paul Childress Trust Agreement, dated the       day of June, 1970, in which the MERCANTILE NATIONAL BANK AT DALLAS and myself are named as Co-Trustees, with such BANK serving as the Corporate Trustee and continuing as the sole Trustee following my death.

Section 14.11 of the said Trust Agreement authorizes the Corporate Trustee to pay to the Executor or Administrator of my estate such sum or sums as the Executor or Administrator of my estate shall require to pay and discharge Federal estate and State inheritance taxes assessed on account of my death. However, my Executor is advised that I do not desire that any real property or the shares of stock of Childress Royalty Company or of Acme Land Company, which may be in the Revised and Restated Paul Childress Trust Agreement at the time of my death, shall be sold to pay Federal estate taxes, State inheritance taxes, or to meet any other expenses of the administration of my estate.

Therefore I authorize my Executor to call upon the Corporate Trustee under the Revised and Restated Paul Childress Trust Agreement for payments to meet Federal estate and State inheritance taxes assessed on account of my death, as authorized in such trust instrument, but only to the extent that there is not sufficient money available in my estate from checking accounts in banks, certificates of deposit, stocks, bonds, and other easily convertible securities to pay such taxes.

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4. Special Bequests. I hereby give, devise and bequeath to the following named individuals, the amount indicated for each of them, if such individual shall be surviving at the date of my death:

A. To MRS. LUCILE LAIRD GAMBLE, of 3604 Purinton Street, Fort Worth, Texas, but now temporarily residing in Joplin, Missouri, the sum of TWO THOUSAND DOLLARS (\$2,000.00);

B. To DON ALLEN, of Galena, Kansas, the sum of TWO THOUSAND DOLLARS (\$2,000.00);

C. To MRS. LOIS DEARING, of Webb City, Missouri, the sum of FOUR THOUSAND DOLLARS (\$4,000.00);

D. To FRANK FRANKLIN, of Route 2, Box 184, Joplin, Missouri, the sum of ONE THOUSAND DOLLARS (\$1,000.00);

E. To MRS. WILMA M. HOWARD, of Joplin, Missouri, the sum of FIVE HUNDRED DOLLARS (\$500.00);

F. To CATHERINE MCCLAREN CAPELLI, now living in Galena, Kansas, the sum of ONE THOUSAND DOLLARS (\$1,000.00);

G. To MARION STONE, who now resides in Lawesa, Texas, the sum of FIVE HUNDRED DOLLARS (\$500.00);

H. To MRS. SHARON MUSSER, who now resides in Diamond, Missouri, the sum of ONE THOUSAND DOLLARS (\$1,000.00);

I. To my aunt, MRS. FLORA ROGERS, of Joplin, Missouri, the sum of FIVE HUNDRED DOLLARS (\$500.00);

J. To my cousin, LLOYD JACKSON, of Kansas City, Missouri, the sum of FIVE HUNDRED DOLLARS (\$500.00);

K. To my cousin, HELEN SMITH, daughter of my aunt, Ethel Smith, the sum of FIVE HUNDRED DOLLARS (\$500.00);

L. To my grandniece, CYNTHIA ANN JAMES CADENHEAD, the daughter of Mrs. Jacqueline Childress Stilwell, the sum of ONE THOUSAND DOLLARS (\$1,000.00), subject, however, to Paragraph 5

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following:

M. To my grandniece, JILL STILWELL, daughter of the said Mrs. Jacqueline Childress Stilwell, the sum of FIVE HUNDRED DOLLARS (\$500.00), subject, however, to Paragraph 5 following:

N. To my nephew, EMERY CARLYN CHILDRESS, JR., of Joplin, Missouri, the sum of ONE THOUSAND DOLLARS (\$1,000.00);

O. To the following named children of my nephew, Emery Carlyn Childress, Jr., the sum of FIVE HUNDRED DOLLARS (\$500.00) each subject, however, to Paragraph 5 following:

JANICE CHILDRESS,

EMERY CARLYN CHILDRESS, III,

ERIC CHILDRESS,

EARL CHILDRESS, and

CHARLES CHILDRESS;

P. To my niece, MICHAEL ANN CHILDRESS CUTRER, the sum of FIVE HUNDRED DOLLARS (\$500.00), subject, however, to Paragraph 5 following:

Q. To the following named children of my niece, Michale Ann Childress Cutrer, the sum of FIVE HUNDRED DOLLARS (\$500.00) each, subject, however, to Paragraph 5 following:

CHRISTOPHER CUTRER and

KIMBERLY CUTRER;

R. To my grandniece, AMY STILWELL, daughter of the said Mr. Jacqueline Childress Stilwell, the sum of FIVE HUNDRED DOLLARS (\$500.00), subject, however, to Paragraph 5 following.

5. Requests to Minors. If any of the beneficiaries and legatees named to receive special bequests in the foregoing Paragraph 4 be a minor or otherwise legally incapacitated at the date of my death, my Executor may pay the bequest designated for each such

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minor or incapacitated beneficiary to the mother or the father, or the guardian, or the person having custody, of such individual for the use and benefit of that individual, and the receipt of any such person shall be an acquittance and release to my Executor in respect of the payment and delivery of any such bequest.

6. Special Gifts of Personalty.

A. I give, devise and bequeath to MRS. NORMA LONG QUINLY, of Joplin, Missouri, if she shall be living at the date of my death, all of the furniture and furnishings that shall be in my apartment, including the maid's quarters, at the time of my death, excluding however, certain items hereinafter noted, but including chairs, sofas, tables, rugs, carpets, draperies, lamps and the cabinets, with the contents thereof consisting of china, glasses and other objects of art; provided however, that there is excluded from this special bequest the following specific items:

- (1) All pictures, paintings and photographs that may be in my living room at my death;
- (2) All of my bedroom furniture;
- (3) The large chest of drawers in the large walk-in closet near my bedroom;
- (4) The lacquered cabinet now located against the south wall of my living room which formerly belonged to my mother;
- (5) All of the Steuben glass and glassware, including the portions of my collection that may be located in my home as well as in my office.

B. I give, devise and bequeath to MRS. LOIS DEAN DEARING, of Webb City, Missouri, all of my Steuben glass and glassware of which I may die seized and possessed, and wherever situated, including, but not limited to, those portions of my collection in my home and in my office.

C. I give, devise and bequeath to my daughter, SUEANNE

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CHILDRRESS SHARP, of Joplin, Missouri, if she shall be surviving at the date of my death, the following items:

(1) All of the items of personal property listed as exceptions in Subparagraphs (1) through (4) in the foregoing Paragraph A above, from the special bequest being made to Mrs. Norma Long Quinly;

(2) All of my intimate personal effects, such as my jewelry, books, clothing, pictures and sports equipment, and all tangible personal property of a similar nature, with the exception of my collection of Steuben glass and glassware;

(3) All the personal belongings located in my office at the date of my death, excluding however the furniture and furnishings of that office, but including the following:

Pictures of Paul Childress' father and grandfather; corner cabinet; dictionary and stand; trophies from Paul Childress' family; Boy Scout trophies, pictures, etc.; rock samples; three (3) clocks; two (2) sets of bookends; five (5) paperweights; cigarette lighter, ash trays, etc.; all pictures; television and stand; map barrel; umbrella holder and two (2) small refrigerators.

D. All the furniture and furnishings now located in my office, with the exception of the desk, table and chair which are owned entirely by me, are owned jointly with Childress Royalty Company which has a two-thirds (2/3) interest therein, with the remaining one-third (1/3) interest belonging to me. It is my wish that all such furniture and furnishings be sold and that the proceeds of those items belonging entirely to me be delivered and paid over to the Childress Royalty Company to become a part of the assets of such company, and that the proceeds from the sale of the other items of furniture and furnishings be divided proportionately between my residuary estate and the said Childress Royalty Company.

E. I direct that all automobiles and trucks owned by me at the date of my death are to be sold and the proceeds derived shall become a part of my residuary estate, except in the case where

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such vehicles are jointly registered in my name and in that of another owner or owners, and in that event the vehicle or vehicles shall not be sold but shall pass to the remaining owner or owners as their sole property.

7. Prior Death of Named Beneficiary. In the event any beneficiary named in the foregoing Paragraphs 4 through 6, inclusive, should predecease me, then the legacy or bequest to such beneficiary shall lapse, and the subject matter thereof shall become a part of my residuary estate.

8. Special Devises.

A. I give, devise and bequeath to my daughter, SUZANNE CHILDRESS SHARP, if she shall survive the date of my death, and otherwise, then this bequest shall lapse and become a part of my residuary estate, the residence in which she is now residing, commonly known as 508 Sergeant, Joplin, Missouri, and more particularly described as follows:

No. 1/2 of Lot 63 and all of Lots 64, 65 and 66 in J. B. Sergeant's Subdivision to the City of Joplin, Jasper County, Missouri, also known as 508 Sergeant, Joplin, Missouri.

B. I give, devise and bequeath to MRS. LOIS DRAM DEARING, of Webb City, Missouri, if she survives me, the following described property situated in Cherokee County, Kansas:

The Southeast Quarter (1/4) of the Southeast Quarter (1/4), and the South Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4), and the North Half (1/2) of the Southwest Quarter (1/4) of the Southeast Quarter (1/4), and all that part of the East Half (1/2) of the Southwest Quarter (1/4) lying East of the R. R. Right-of-way all in Section Sixteen (16) in Township Thirty-Four (34) South of Range Twenty-Five (25) East of the 6th principal meridian, EXCEPT (i) the tract deeded to Lowell Township for cemetery shown located in Southeast corner of South Half (1/2) of Southwest of Southeast Quarter (1/4) containing one-half (1/2) acre more or less, (ii) the Maurisi tract beginning

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*[Signature]*

at a point 1526.5 feet West of S. E. corner of Section 16, at S.W. corner of cemetery, Thence North 208.71 feet, Thence W. 417.5 feet, Thence S. 208.71 feet to S. line of Section and East along Section line 417.5 feet to point of beginning, as shown. (iii) the rights of Empire District Electric Company, as per the records and government survey, and (iv) an undivided one-half of all lead and zinc ores and mineral under said lands, which undivided one-half interest has heretofore been reserved to Vira Fapp Scovell, her heirs and assigns.

If I survive the said MRS. LOIS DEAN DEARING, the devise to her under this Subparagraph B shall lapse and the subject matter thereof shall become a part of my residuary estate.

C. I give, devise and bequeath to the GIRL SCOUTS OF AMERICA, Ozark Area Council, Inc., and to the BOY SCOUTS OF AMERICA, Mo-Kan Area Council, Inc., jointly and in equal shares, the following described property:

Lots 5 and 6 in Patton's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri, together with all improvements situated thereupon;

and this devise and bequest shall likewise include the "playhouse" equipment located therein; but all of the other contents of such improvements and buildings located thereon, unless otherwise specifically disposed of under other provisions of this Will, shall pass to and vest in my daughter, SUSANNE CHILDRESS SHARP; provided however, this devise and bequest is subject to the following terms and conditions:

(1) The governing bodies of the GIRL SCOUTS OF AMERICA, Ozark Area Council, Inc., and the BOY SCOUTS OF AMERICA, Mo-Kan Area Council, Inc., shall cooperate in holding and using the property bequeathed hereby.

(2) The net income from the rents and revenue from this property shall be used to support and maintain the facilities of the "Frank Childress Scout Reservation", located approximately ten (10) miles South of Joplin, Missouri. One-half (1/2) of such rental income shall be used to support the Girl Scouts' facilities and one-half (1/2) shall be used to support the Boy Scouts' facilities.

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(3) I place no restrictions on the sale or use of this property; however, if said property shall be sold, it is my direction to such Scout organizations that the net income from the proceeds of such sale shall be used to support and maintain the facilities of the "Frank Childress Scout Reservation" as above provided.

(4) The "playhouse" has been made available by me during my lifetime, for the use and benefit of the children attending Sunday Schools in Joplin. Without in any way restricting the Girl Scouts or the Boy Scouts in their use of the premises, it is my hope and wish that as long as the "playhouse" is maintained and that portion of the premises is not leased or rented to others, that the Girl Scouts and Boy Scouts will utilize the "playhouse" in the same manner as I have done during my lifetime, making it available to the children attending Sunday School in Joplin, Missouri.

9. Ratification. I hereby ratify and confirm the Revised and Restated Paul Childress Trust Agreement. If, for any reason, such Agreement shall terminate at my death, or be invalidated for any reason, I give, devise and bequeath unto the MERCANTILE NATIONAL BANK AT DALLAS, as Trustee, all of the property and remaining proceeds which, at the time of my death, is being held under such instrument. Such property and remaining proceeds shall then be held, administered and distributed by such Trustee, in trust, upon the terms and subject to the conditions stated in the Revised and Restated Paul Childress Trust Agreement, which is adopted herein by reference as if fully set forth herein.

10. Residuary Estate. I give, devise and bequeath all the rest and residue of my estate, real, personal or mixed, wherever situated, including lapsed legacies, bequests and devises, to the MERCANTILE NATIONAL BANK AT DALLAS, a national banking institution located at Dallas, Texas, or its successors, IN TRUST, as Trustee under the Revised and Restated Paul Childress Trust Agreement, to be held, administered and distributed by such Trustee upon the terms and subject to the conditions stated in the Revised and Restated

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Paul Childress Trust Agreement. In the event that such Trust Agreement may have been terminated for any reason, the terms and provisions thereof, as existing at the time of the execution of this Will, and as may be subsequently amended or revised by me, are hereby adopted herein by reference as if set forth fully herein. Provided however, that my Executor shall retain sufficient funds from that part of my residuary estate passing into the Paul Childress Trust that will enable such Executor to pay for, and it is hereby directed to expend such funds for this purpose, to place flowers on the tomb of my deceased father and mother on Decoration Day, on my mother's birthday (February 15), and on my father's birthday (November 1). In the event that the Trustee of the said Revised and Restated Paul Childress Trust Agreement is willing to accept this obligation, to be performed during the existence of such Trust, the Executor may then pay over and deliver all such funds otherwise withheld to the Trustee for its further disposition and use in this connection.

IN TESTIMONY WHEREOF, I hereunto sign my name to this my Last Will and Testament, typewritten on twelve (12) pages, each of which I am initialing for the purpose of identification, all in the presence of the undersigned who witnessed the same at my request, on this the 16th day of June, 1970, at Dallas, Texas.

Paul Childress  
PAUL CHILDRESS

The foregoing instrument was signed, published and declared by PAUL CHILDRESS, the Testator, to be his Last Will and Testament, in our presence, and we, at his request, and in his

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presence, and in the presence of each other, have hereunto subscribed  
our names as witnesses, this 16<sup>th</sup> day of June, 1970.

WITNESSES:

ADDRESSES:

William H. Haddon 2514 Bradford  
Dallas, Texas  
75211

Jack E. Brady 3275 1<sup>st</sup> National Bank  
Dallas, Texas

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STATE OF TEXAS )  
COUNTY OF DALLAS )

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BEFORE ME, the undersigned authority, on this day personally appeared PAUL CHILDRESS, and [redacted], known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed and foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said PAUL CHILDRESS, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed for the purposes therein expressed; and the said witnesses, each on his oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time nineteen (19) years of age or over and was of sound mind; and that each of said witnesses was then at least fourteen (14) years of age.

Paul Childress  
Testator

Lillian M. [redacted]  
Witness

Jack E. Brady  
Witness

SUBSCRIBED AND ACKNOWLEDGED before me by the said PAUL CHILDRESS, Testator, and subscribed and sworn to before me by the said Lillian M. [redacted] and Jack E. Brady, witnesses, this 16th day of June, 1970.

Ann L. [redacted]  
Notary Public in and for  
Dallas County, Texas